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# NASHUA & ROCHESTER RAILROAD,

FROM THE

CITY OF NASHUA TO ROCHESTER IN THE STATE OF  
NEW HAMPSHIRE,

SIX PER CENT.

## FIRST MORTGAGE BONDS,

GUARANTEED BY THE WORCESTER AND NASHUA  
RAILROAD COMPANY,

IN DENOMINATIONS OF

\$500, \$1,000 AND \$5,000.

INTEREST PAYABLE SEMI-ANNUALLY ON THE FIRST DAYS OF  
OCTOBER AND APRIL IN EACH YEAR, AT THE GLOBE  
NATIONAL BANK IN BOSTON.

TWENTY YEARS TO RUN.

COUPON OR REGISTERED.



WORCESTER:  
PRINTED BY CHARLES HAMILTON,  
PALLADIUM OFFICE.

1874.



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1874.

# DIRECTORS AND OFFICERS OF THE CORPORATION.

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## DIRECTORS.

FRANCIS H. KINNICUTT,  
CHARLES H. WATERS,  
N. V. WHITEHOUSE,  
JOHN LYNCH,  
J. C. EASTMAN,  
FRANCIS H. DEWEY,  
CHARLES E. WHITIN,  
E. B. STODDARD,

CHARLES W. SMITH,  
CHARLES S. TURNER,  
AARON W. SAWYER,  
A. H. DUNLAP,  
F. A. McKEAN,  
JOSEPH C. BURLEY,  
EDWIN WALLACE.

## OFFICERS.

FRANCIS H. KINNICUTT, President.  
T. W. HAMMOND, Treasurer.  
J. D. OTTERSON, Asst. Treasurer.  
AARON F. STEVENS, Clerk of the Corporation,

## FINANCE COMMITTEE.

F. H. KINNICUTT,	of Worcester.
JOHN LYNCH,	" Portland.
F. H. DEWEY,	" Worcester.
CHARLES H. WATERS,	" Groton.
E. B. STODDARD,	" Worcester.
AARON W. SAWYER,	" Nashua.
F. A. McKEAN,	" "
CHARLES W. SMITH,	" Worcester.

## TRUSTEES OF THE BONDHOLDERS.

ALEXANDER H. BULLOCK, of Worcester.  
STEPHEN SALISBURY, JR., " "  
AARON W. SAWYER, " Nashua.

Offices of the President and Treasurer, in Worcester, Massachusetts ;  
and of the Assistant Treasurer, in Nashua, New Hampshire.

385.4

N177w.

# A FIRST-CLASS HOME SECURITY:

NASHUA AND ROCHESTER RAILROAD

## FIRST MORTGAGE BONDS.

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The Railroad upon which these securities are based, is forty-eight miles in length, making, when completed, a continuous line of Railroad, between Worcester, Massachusetts, and Portland, Maine.

There has been received from subscribers to the Capital Stock and expended on the line of the road, more than seven hundred and fifty thousand dollars; considerable more will be received on account of stock, but not sufficient to complete the road.

To provide the necessary means to complete the road, Bonds of the Corporation will be issued, made payable in twenty years, from the first day of April, 1874, secured by a first mortgage of all the property of the Corporation, to Alexander H. Bullock and Stephen Salisbury, jr., both of Worcester in Massachusetts, and Aaron W. Saywer of Nashua in New Hampshire, as Trustees of the Bondholders, with authority to sell the mortgaged premises, in case of default in payment of the principal or interest on said bonds as the same shall mature, and by the guarantee of the Worcester and Nashua Railroad Company, duly authorized by the Legis-

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latures of Massachusetts and New Hampshire, and by vote of a majority in interest of the Stockholders of said Company, at a legal meeting called for that purpose.

These Bonds may be registered and made as safe to hold as Certificates of Stock, and may at any time after the completion of the road at the option of the holder, be converted into Shares of the Capital Stock of the Corporation at the par value of one hundred dollars each.

The grading upon the whole line of road is nearly completed, most of the masonry is done, many of the Bridges have been built and twelve miles of track have been laid ; and it is confidently expected that the whole road will be finished and in operation during the coming summer.

In view of the fact, that so large an amount has been paid in on account of the Capital Stock of the Corporation, and expended upon the road, and of the undoubted responsibility of the guarantor, the Officers of the Nashua and Rochester Rail Road feel warranted in commending these Bonds as one of the safest securities upon the market.

For particulars as to the Mortgage, form of Bond and Guarantee, and for the conditions of a Lease of the road to the Worcester and Nashua Railroad Company, reference is made to the following pages.

*Worcester, March, 1874.*

# MORTGAGE, OR DEED OF TRUST.

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**This Indenture**, made the twenty-fifth day of February, in the year of our Lord one thousand eight hundred and seventy-four, between the Nashua and Rochester Railroad, a Corporation duly incorporated under and pursuant to the laws of the State of New Hampshire, of the first part, and Alexander H. Bullock and Stephen Salisbury, Jr., both of Worcester, in the State of Massachusetts, and Aaron W. Sawyer, of Nashua, in the State of New Hampshire, as Trustees, of the second part, *Witnesseth*, that whereas, the Nashua and Rochester Railroad, in pursuance of the powers conferred upon it by an Act of the Legislature of the State of New Hampshire, passed at the June session, A. D. 1873, entitled An Act to authorize the Nashua and Rochester Railroad to issue bonds and for other purposes, Approved July 3d, 1873, is desirous to obtain money and materials to complete the construction of its Railroad, from the point where it shall connect with the Portland and Rochester Railroad, in the town of Rochester, to where it shall connect with the Worcester and Nashua Railroad, in the city of Nashua, in the State of New Hampshire, and has by majority votes of the corporation, at a meeting called for that purpose, accepted said Act, and authorized the directors to issue bonds of the corporation to an amount not exceeding seven hundred thousand dollars outstanding at any one time, and to secure the same by a mortgage in accordance with the provisions of said act of the Legislature of New Hampshire, approved July 3, 1873; said bonds and coupons annexed to be of the following form, except as to dates, numbers and amounts :

## B O N D .

### NASHUA AND ROCHESTER RAILROAD.

No.

SIX PER CENT. BOND.

\$

The Nashua and Rochester Railroad, a corporation duly established under the laws of the State of New Hampshire, for value received promise to pay to Alexander H. Bullock, Stephen Salisbury, Jr., and Aaron W. Sawyer, as Trustees, or to the registered holder of this Bond, or if not registered, to the bearer, the sum of                      dollars, in twenty years from the first day of April, A. D. 1874, with interest at the rate of six per cent. per annum, payable semi-annually on the first days of October and April in each year, at the

Globe National Bank, in the city of Boston, upon presentation of the coupons hereunto annexed.

This bond is collaterally secured by a first mortgage of the Railroad of this Corporation, subject to the conditions of a Lease of the Railroad of the Corporation to the Worcester and Nashua Railroad Company, together with all its property, real and personal, situated in the State of New Hampshire, executed in trust for the benefit of the holder thereof, to Alexander H. Bullock, Stephen Salisbury, Jr., and Aaron W. Sawyer, bearing date the twenty-fifth day of February, A. D. 1874; and by the guarantee of the Worcester and Nashua Railroad Company, a corporation duly established under the Laws of the States of Massachusetts and New Hampshire, and duly authorized by the Legislatures of Massachusetts and New Hampshire to make said guarantee, and also by a majority in interest of the capital stock of the said Worcester and Nashua Railroad Company at a meeting called for that purpose, and is to be taken and held without recourse to the Stockholders or Directors of the corporations in their private capacity for its payment.

This Bond is issued pursuant to a vote of the Corporation at a meeting held on the twenty-ninth day of July, A. D. 1873, and shall pass by delivery, or by a transfer upon the books of the Corporation, at the office of its Treasurer. After registration of ownership certified hereon by the Treasurer of the corporation, no transfer except upon said books shall be valid, unless the last transfer shall be to the bearer, which shall restore transferability by delivery.

The holder of this Bond may convert the same into Shares of the capital stock of the corporation at the par value of one hundred dollars each, at the option of the holder, at any time after the completion of the road, upon surrender of said bond at the office of the Treasurer of the Corporation.

In witness whereof, the said Corporation have caused this Bond to be signed in its behalf by the President and Treasurer, and its corporate Seal to be hereunto affixed, this

day of

A. D. 1874.

[SEAL.]

*President.*

*Treasurer.*

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## CERTIFICATE.

This is to certify that the Nashua and Rochester Railroad has executed to us a mortgage, or deed of trust, dated the twenty-fifth day of February, 1874, (which is by reference made part of this certificate) purporting to convey its railroad, built and to be built, from Rochester to Nashua, in New Hampshire, with all its appendages, appurtenances and franchises and all other property in the State of New Hampshire, now owned and hereafter to be acquired, in trust, for the benefit of the holders of its bonds of a similar tenor of the foregoing, to be issued pursuant to a vote of the corporation, passed the twenty-ninth day of July, A. D. 1873; and that the foregoing is one of the several bonds described in and secured by said mortgage or deed of trust, and that the said mortgage or deed of trust has been duly recorded in every county

through which the said railroad is located, and that the same has been approved by the Railroad Commissioners of New Hampshire, as required by law.

} Trustees.

\$ Coupon No.

On the first day of  
the Nashua and Rochester Railroad will  
pay to the bearer, at the Globe National  
Bank, in Boston,                      dollars, for  
interest on its Bond No.

*Treasurer.*

### **Form of Guarantee.**

In accordance with authority conferred by the Acts of the Legislatures of the States of Massachusetts and New Hampshire, and by the votes of the Stockholders of the Worcester and Nashua Railroad Company, and of the Directors of said Company, the Worcester and Nashua Railroad Company guarantees the payment of the within Bond, and of the several Coupons thereunto belonging, as they shall severally mature.

As Witness, the Seal of the Worcester and Nashua Railroad Company, and the signature of its Treasurer, this                      day of  
A. D. 1874.

[SEAL.]

*Treasurer.*

Now, therefore, the said party of the first part, for the purpose of making and securing more sure and certain the payment of the sums of money mentioned and provided for in said Bonds, and each and every one of them, with the interest thereon accruing, according to the true intent and meaning thereof; and in consideration of the loan of said money, and the sum of one dollar to the party of the first part, paid in hand by the party of the second part, the receipt whereof is hereby acknowledged by the said party of the first part, the Nashua and Rochester Railroad, the party of the first part aforesaid, has bargained, granted, sold, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, assign, transfer and convey unto the said Alexander H. Bullock, Stephen Salisbury, Jr., and Aaron W. Sawyer, as Trustees, the party of the second part aforesaid, and to the survivors or survivor of them, and to their successors or successor in the trust, and to their assigns, all and singular, the Railroad of said Corporation, with all its appurtenances and appendages, meaning thereby all the site or line of said Railroad from its terminus in Nashua to its terminus in Rochester, in the State of New Hampshire, in width as located by said Corporation, together with all the rails laid or to be laid thereon, and all the land owned by the Corporation, used for depots, station buildings, car-houses, engine-houses or other fixtures connected with the use or business of said railroad and together with all improvements and additions made or to be made to any or all of its said properties by said party of the first part, and also all and every other estate, interest, property, or thing which the said party of the

first part owns or holds or may and shall hereafter acquire and hold, necessary or convenient for the use and operation of its railroad; with all its rights, privileges and franchises, or any part or portion thereof. Also all rights and privileges to use said road bed, track, sidings and switches, constructed at the execution of these presents, or which may and shall be hereafter constructed for the convenient use of said Railroad by the party of the first part as fully and effectually as the said corporation, the party hereto of the first part, is or may be by law entitled to have or acquire; subject, however, to the conditions of a lease of the Railroad of the party of the first part, to the Worcester and Nashua Railroad Company, a corporation established under the laws of Massachusetts and New Hampshire, for the term of fifty years from the completion of said Nashua and Rochester Railroad.

But nothing herein contained shall be held, understood or construed to prevent the said party of the first part from selling or from disposing of by and with the consent in writing of the party of the second part, any lands or other property and effects not essential or necessary to be retained for the said roadway, depots or station grounds, provided the said party of the first part shall diligently proceed to apply all such means and proceeds to the constructing and finishing said Railroad and fixtures, and to the laying and constructing additional tracks, station buildings and fixtures, whenever such additional tracks, station buildings and fixtures may be deemed necessary for the convenient use of said Railroad.

To have and to hold the estate, property, rights, privileges, franchises and interests of the said party of the first part, together with all and singular the advantages, hereditaments and appurtenances thereto belonging, or in anywise appertaining thereto, to Alexander H. Bullock, Stephen Salisbury, Jr., and Aaron W. Sawyer, party of the second part, their survivors or survivor, and their successors and successor and assigns on the trusts and for the uses and purposes herein declared, and none other. *Provided* always, and these presents are made and executed upon the express condition that if the said party of the first part shall well and truly pay or cause to be paid to the holders of said bonds intended to be secured thereby, and each and every one of them after the same shall be issued, the principal sums of money therein respectively mentioned, at the maturity thereof, according to their true intent and meaning, with the interest thereon accruing, at the time and in the manner therein provided, according to the true intent and meaning of these presents, and then and thenceforth, this indenture and the estate hereby granted shall cease, determine and be utterly void and of non-effect, without any other release or formal re-conveyance, re-entry, acknowledgment of satisfaction, or any other act whatsoever. Otherwise, shall remain in full force and virtue.

And the said party of the first part, in consideration of the premises, hereby covenants and agrees to and with the said Alexander H. Bullock, Stephen Salisbury, Jr., and Aaron W. Sawyer, their survivors or survivor, successors and successor in said trust, that the said party of the first part will pay unto the holder or holders of the said bonds respectively, the said principal sums of money therein respectively mentioned, and as expressed therein, and the interest thereon as the same shall become due and payable; and in case of default in the payment of the principal or interest of any of said bonds as afore-

said, and that the same shall remain due and unpaid for the space of twelve months and one day; and in case also, that after the said twelve months and one day, the said trustees shall be requested in writing thereto, by twenty-five per cent. in amount, of the holders of said bonds hereby secured, and not otherwise, the said Trustees are hereby authorized, empowered and required to sell the mortgaged premises at public auction, subject to the conditions of the aforesaid lease to the Worcester and Nashua Railroad Company, giving three months notice of such sale in one or more newspapers published in New York, Boston, Worcester, Portland and Nashua; and to execute and deliver proper deeds conveying the same to the purchaser or purchasers thereof, being the highest bidder or bidders therefor, and to apply the net proceeds of such sale, after retaining therefrom a suitable compensation for their services as trustees, to the payment of all said bonds, hereby secured, remaining unpaid whether due or not due, if said proceeds are sufficient therefor. And if not sufficient to divide the same ratably among the said several holders of said bonds, according to the amount due thereon to each, and the balance thereof, if any, to pay over to the said party of the first part.

*Provided, however,* that if the said party of the first part shall at any time before said sale pay or tender, or cause to be paid or tendered to said trustees or either of them, for the use and benefit of the said bondholders, the full amount of the principal and interest then due upon said bonds, with the expenses incurred by said trustees, and a suitable compensation for their services, an account of which compensation and expenses shall be rendered to said party of the first part, upon request, with reasonable notice, such sale shall not be made.

This Indenture further witnesseth, that these presents and the said bonds hereby secured, or intended to be, are made, executed and issued or delivered upon the terms, conditions, and agreements following, that is to say: First, That the actual possession, use, management and control of all the hereinbefore granted estate, property and premises shall, subject to the aforementioned lease, remain in and with the said party of the first part, so long as the bonds so issued shall be or remain without default or forfeiture.

Second, That in case of any vacancy in said Trusteeship by the incapacity to act, death or resignation of either of said trustees, or from any other cause, all his estate, right, interest, power and control shall be therefrom divested, cease and determine, but without destroying or without any discontinuance of the trust, and the Board of Directors of said party of the first part, and the surviving trustees, party of the second part, shall select a new trustee to fill the vacancy thereby created. And in case of disagreement between the said Board of Directors, of said party of the first part, and the said trustees, the holders of not less than twenty per cent. in amount of said bonds hereby secured, may apply to the Supreme Court of the State of New Hampshire to appoint a new trustee or trustees to supply such vacancy, and such proceedings may be had, and appointments made, as often as like occasion may require the appointment of a trustee to execute the trusts herein declared; and when so elected such new trustee shall therefrom become vested for the purposes of said trust, with all the estate, rights, interests, power, property and control, hereby conveyed or granted to, or vested by these presents in the said

trustee whose vacancy he may be selected to fill, without any further assurance, grant or conveyance of the same, as fully and effectually as if such appointment had been originally made herein.

And it is further understood and agreed by and between the parties to these presents, that the said party of the second part, their successors or successor, in said trust, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts or negligence of each other, to which they do not severally assent, nor for the acts or negligence of any agent or agents necessarily employed by them, when such agent or agents are selected with proper discretion, or with the approbation of the said party of the first part.

And this Indenture further witnesseth that the said party of the second part hereby accept of the aforesaid trusts, and also consent and agree with the said party of the first part to execute the same upon the terms and conditions hereinbefore mentioned and provided, and which said terms and conditions are hereby mutually agreed upon by both parties to these presents.

In Witness whereof the said Nashua and Rochester Railroad, by Francis H. Kinnicutt, President, and Timothy W. Hammond, the Treasurer of said Corporation, for this purpose authorized as by the votes of said Corporation and of the Board of Directors, copies of which are hereunto annexed will appear, have hereunto set their Corporate name and seal, and the said Alexander H. Bullock, Stephen Salisbury, Jr., and Aaron W. Sawyer, each for himself, his own name and seal, the day and year first above written.

THE NASHUA AND ROCHESTER RAILROAD.

By

FRANCIS H. KINNICUTT, *President.*

TIMOTHY W. HAMMOND, *Treasurer.*

[SEAL.]

Witness.

J. HENRY HILL,  
J. D. OTTERSON,  
BENJ. T. HAMMOND,  
To all but A. W. Sawyer.

{ ALEXANDER H. BULLOCK, } [SEAL.]  
{ STEPHEN SALISBURY, JR. } [SEAL.]

Witness to A. W. Sawyer.

AARON KING,  
T. W. HAMMOND,

{ AARON W. SAWYER, } [SEAL.]

Trustees.

**Commonwealth of Massachusetts.**

WORCESTER, SS.

February 25, 1874.

Then personally appeared Francis H. Kinnicutt, the President, and Timothy W. Hammond, the Treasurer, and acknowledged the foregoing instrument to be the free act and deed of the Nashua and Rochester Railroad, and at the same time Alexander H. Bullock and Stephen Salisbury, Jr., and severally acknowledged the said instrument to be their free and voluntary act and deed, for all and singular the uses and purposes therein expressed.

In witness whereof, I have hereunto set my hand, and affixed my official seal, at Worcester, in said County of Worcester, on the day and year last above written.

[SEAL.]

J. HENRY HILL, { *A Commissioner for the State of  
New Hampshire in Massachusetts.*

STATE OF NEW HAMPSHIRE, HILLSBOROUGH, SS.

February 28th, 1874.

Then personally appeared the above named Aaron W. Sawyer, and acknowledged the above instrument by him subscribed to be his free act and deed.

Before me,

J. D. OTTERSON, *Justice of the Peace.*

### State of New Hampshire.

At a special meeting of the Nashua and Rochester Railroad, holden at the Supreme Court Room, in the City Hall, in Nashua, in said State, on the 29th day of July, 1873, at two o'clock in the afternoon, in pursuance of a call and notice duly issued July 9th, 1873, the following votes were passed:

*Voted*, That the Corporation accept the act of the Legislature of the State of New Hampshire, approved July 3, 1873, entitled An Act to authorize the Nashua and Rochester Railroad to issue Bonds and for other purposes.

*Voted*, That the Directors be and they are hereby authorized to issue Bonds of the Corporation to an amount not exceeding seven hundred thousand dollars outstanding at any one time, and to secure the same by a mortgage in accordance with the provisions of an act of the Legislature of New Hampshire, approved July 3d, 1873, entitled, An Act to authorize the Nashua and Rochester Railroad to issue Bonds and for other purposes; the said Bonds to be signed by the President and Treasurer of the Corporation and sealed with its Corporate seal. And the President and Treasurer aforesaid are hereby authorized and empowered to execute such mortgage in the name and behalf of the Corporation.

A true copy of the votes of the Corporation.

Attest,

A. F. STEVENS, *Clerk.*

### VOTE OF THE DIRECTORS.

At a meeting of the Directors of the Nashua and Rochester Railroad, held on the 12th day of February, 1874, it was

*Voted*, That the President and Treasurer of the Corporation be authorized to execute, in such form and with such provisions as they may deem advisable, in the name of the Corporation, a mortgage to the amount of seven hundred thousand dollars, of the Railroad of this Corporation, with all its appendages, appurtenances, and franchises, and any or all the property of the Corporation now on or near the line of the Railroad, or which shall be put upon or used with the same, to Alexander H. Bullock and Stephen Salisbury, Jr., both of Worcester, in the County of Worcester, and Commonwealth of Massachusetts, and Aaron W. Sawyer, of Nashua, in the County of Hillsborough, in the State of New Hampshire, as Trustees, giving to said Trustees, in said mortgage, power to sell and dispose of the mortgaged premises, in case of a

breach of the conditions of the mortgage, subject to the conditions of a lease to the Worcester and Nashua Railroad Company, said mortgage to be signed by the President and Treasurer of the Corporation, and sealed with its corporate seal, and to be held by said trustees, as security for the payment of the principal and interest on such bonds as may from time to time be issued by said Corporation, not to exceed in amount of the principal thereof, the sum of seven hundred thousand dollars outstanding at any one time, made payable to said Trustees, or to the registered holder, or if not registered to the bearer, signed by the President and Treasurer, and sealed with the corporate seal of the Corporation, specifying that they are secured by such mortgage, subject to the above named lease, and to be taken and held, without recourse to the Stockholders or Directors of the Corporation in their private capacity, for their payment.

A true copy of the Vote.

Attest,

T. W. HAMMOND, *Clerk.*

### **State of New Hampshire.**

The undersigned hereby approve the foregoing mortgage.

D. GILCHRIST, } *Railroad Commissioners*  
EDWARD P. HODGDON, } *of New Hampshire.*

March 2, 1874.

# LEASE.

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**This Indenture**, made this sixteenth day of March, A. D. 1872, between the Nashua and Rochester Railroad, a Corporation chartered by the State of New Hampshire, of the first part, and the Worcester and Nashua Railroad Company, a Corporation duly chartered by the States of New Hampshire and Massachusetts, of the other part, witnesseth :

That the said party of the first part agrees with the party of the second part, that said party of the first part will immediately proceed to locate their Railroad, from some point in the town of Rochester, where it shall connect with the Portland and Rochester Railroad, to a point in the City of Nashua, in the State of New Hampshire, where it shall connect with the Worcester and Nashua Railroad; said location to be made and established upon the lower route so-called, substantially as surveyed by Charles O. Davis, Civil Engineer; that immediately after said road shall be located, the said party of the first part shall proceed to make the necessary contracts for the building of said road in a good, substantial and workmanlike manner, equal to a first-class railroad in all respects, and will provide all necessary buildings, turntables, turnouts, switches, side tracks, water tanks, water rights and other fixtures, when and where the same may be necessary, (the track of said road to be laid with iron rails of not less than fifty-six pounds weight per yard and four inches high), and to keep the same in good repair during the term of one full year from the time when the party of the second part shall commence operations on the same, and from time to time make such additions of lands, branches of roads, side tracks and fixtures as the business may require; the constructing, repairing and making additions to the same as aforesaid, and of the actual cost of the road, including insurance on buildings during their construction, interest upon the capital paid in, from the times of payment to the time when the party of the second part shall commence operations on the road, together with the fixtures, all of which from and after the expenditures are made, shall be charged to the construction, and be considered as part of the cost of the road upon which the rent is to be paid by the party of the second part, as is hereinafter set forth.

All contracts for the purchase of land, the construction and building of the roadway, the furnishing and laying the iron, and the erecting of all buildings for railroad purposes on said road, and all other contracts on account of the cost of construction of said road, before the same shall be binding must first be approved in writing, by the Executive Committee of the Worcester and Nashua Railroad Company, or by an agent appointed by them for that purpose; and the said railroad, together with all the buildings and structures

necessary for its convenient operation, are to be completed at as early a day as is practicable.

The said Nashua and Rochester Railroad is to pay from sums received from subscribers to its Capital Stock, and from monies it may borrow on its bonds or notes, or in both of said ways, the entire cost of the construction of said road, including all lands, buildings and all other items hereinbefore mentioned, as chargeable to the construction account.

Any mortgage that may hereafter be made by the said Nashua and Rochester Railroad, shall be made subject to this lease.

The said Nashua and Rochester Railroad, for the consideration hereinafter agreed to be paid by the said Worcester and Nashua Railroad Company, do hereby agree to lease, and do lease to the Worcester and Nashua Railroad Company, their successors and assigns, for the term of fifty years from the day of completion of said Nashua and Rochester Railroad, and its acceptance as completed to the satisfaction of the said Worcester and Nashua Railroad Company, the Railroad of the party of the first part, when constructed as herein provided, with all the lands contained within its location, and all other land belonging to it, together with all depots, buildings and structures, and all the rights, privileges, easements, appurtenances and franchises belonging to the party of the first part, and all property and rights which may during the term of said lease be acquired by said party of the first part.

To have and to hold the same to the said party of the second part, their successors and assigns, to their sole and exclusive use and enjoyment, for and during said term of fifty years, as fully and completely as the Nashua and Rochester Railroad could have enjoyed the same; the said Worcester and Nashua Railroad Company, their successors and assigns, paying to the said Nashua and Rochester Railroad at the rate of six per cent. per year, payable three per cent. semi-annually, on the cost of said Nashua and Rochester Railroad, and to pay all taxes imposed by the United States, the States of Massachusetts and New Hampshire, and by municipal authority, on the Capital Stock of said Nashua and Rochester Railroad, the amount of said cost to be fixed by the agreement of the boards of directors of the two corporations on the completion of said road.

And the said party of the first part agrees with the said party of the second part, that during the term of said lease, it will perform all the statute requirements and obligations incumbent upon said party of the first part, for the preservation of its charter and franchise, and for the use and enjoyment thereof, by the party of the second part, and it will execute any further papers and confer any further authority on the party of the second part, needed for carrying out the purposes of this lease, and if at any time during the continuance of this lease, further action by the Legislature of the State of New Hampshire may be desired by the party of the second part for carrying out the purposes of this lease, the said party of the first part agree to use all suitable and proper efforts to obtain the same.

The Worcester and Nashua Railroad Company, in consideration of the agreements herein contained on the part of the Nashua and Rochester Railroad, do hereby agree to accept a lease, and do hereby accept a lease for the term of fifty years of the Railroad of the party of the first part, from the time

of its acceptance by the directors of the Worcester and Nashua Railroad Company as completed, with all lands contained within its limits, and all other lands belonging to it, and all buildings, depots and structures, and all rights, privileges, easements, appurtenances and franchises, belonging to the party of the first part, and such others as may during the term of said lease be acquired by the party of the first part, and that their successors and assigns will pay to the Nashua and Rochester Railroad during said term, at the rate of six per cent. per year, payable three per cent. semi-annually, on the cost of said Nashua and Rochester Railroad, the amount of said cost to be fixed by the agreement of the boards of directors of the two roads, on the completion of said railroad, and all taxes imposed by the United States, the States of Massachusetts and New Hampshire, and by municipal authority, on the Capital Stock of said Corporation.

The party of the second part hereby agrees with the party of the first part, that they will furnish a proper and sufficient amount of rolling stock to run and operate said railroad during the term of said lease, in such a manner as shall be reasonable and proper, for a railroad of its class and description, and for the business upon its route, running such trains as may be found needful for the reasonable accommodation of the public; all the said rolling stock and equipment to be at all times the sole property of the party of the second part.

The said party of the second part to pay all expenses of running of said trains, and of the ordinary maintenance and care of the depots and other buildings, and of the ordinary repairs and renewals of said road, except as hereinbefore provided, and will pay all damages, for which said party of the first part shall become liable for loss of life or property, or injury to persons or property incurred in the operation of said road by the said party of the second part.

It is further agreed by the party of the first part, that in case any necessary additions of land, branches of road, side tracks or other permanent improvements shall be required by the party of the second part, during the term of this lease, the said party of the second part shall have the right to make such additions of land, branches of road, side tracks and other permanent improvements, and upon written notice from said party of the second part of the amount required therefor, from time to time, the said party of the first part shall provide the necessary amounts, either by the sale of shares of its capital stock, or by the issue of its bonds or notes, or in both of said ways, the said Worcester and Nashua Railroad Company hereby agreeing to pay at the rate of six per cent. per annum, payable three per cent. semi-annually, during the term of this lease, on all such amounts as shall be raised in accordance with said written notice for the purposes above stated, together with all taxes that may be imposed upon any shares of the Capital Stock of said Nashua and Rochester Railroad, that may be issued for the purpose of paying for additional lands, side tracks and other permanent improvements, as above stated. And also, to pay to said Nashua and Rochester Railroad annually, a sum not exceeding five hundred dollars, to defray the expenses of its corporate organization.

The Worcester & Nashua Railroad Company shall, at its own expense, keep all the buildings of the Nashua and Rochester Railroad during the term of this

lease, insured for a reasonable amount, and in case of loss by fire, the insurance shall be applied in rebuilding, and if the amount is insufficient, the party of the first part shall supply the deficiency, as is provided above in case of permanent improvements.

In witness whereof, the parties have hereunto set their Corporate Names and Seals the day and year first above written.

(Signed), [SEAL], THE NASHUA AND ROCHESTER RAILROAD.  
 Signed Witness. Nashua and Rochester By CHAS. H. WATERS,  
 C. S. TURNER. Railroad Company, J. D. OTTERSON,  
 A. H. DUNLAP. 1868. J. C. EASTMAN,  
 Committee.

(Signed), [SEAL], THE WORCESTER AND NASHUA RAILROAD COMPANY.  
 Witness Signed. Worcester and Nashua By F. H. KINNICUTT,  
 C. S. TURNER. Railroad Company, F. H. DEWEY,  
 A. H. DUNLAP. 1845. STEPHEN SALISBURY,  
 Committee.  
 C. S. TURNER, Witness to S. S.  
 T. W. HAMMOND, to S. S.

At a meeting of the subscribers to the Capital Stock of the Nashua and Rochester Railroad, held on the fifth day of April, A. D. 1872, it was

*Resolved*, That the lease heretofore entered into between the Nashua and Rochester Railroad Corporation, and the Worcester and Nashua Railroad Company be modified and changed by the insertion therein of the following proviso :

And it is further agreed by the said Worcester and Nashua Railroad Company, that all the loss and depreciation occurring or accruing to said Nashua and Rochester Railroad, from the sale of its bonds, notes or Capital Stock, made or issued to construct, complete, improve, repair or make additions to said Railroad under the provisions of said lease, shall be added to and included in the cost of construction upon which the interest of six per cent. per year, is, by the terms of said lease to be paid, provided the stock or securities so issued shall be negotiated by the Worcester and Nashua Railroad Company, if they so elect.

And further provided, the rental or interest to be paid on the cost of the said Nashua and Rochester Railroad, as provided in the foregoing lease, shall be paid by the Treasurer of the Worcester and Nashua Railroad Company, to the holders of the Capital Stock of the Nashua and Rochester Railroad, and of the Bonds or Notes issued in pursuance of the terms of this lease, instead of to the Nashua and Rochester Railroad as provided in said lease.

Witness Signed. (Signed), [SEAL], THE NASHUA AND ROCHESTER RAILROAD.  
 AARON KING, to J. D. O. Nashua and Roch- By C. H. WATERS,  
 EDGAR B. BURKE, to J. D. O., ester Railroad, J. D. OTTERSON,  
 WM. GRIFFIN, to J. C. E., 1868. J. C. EASTMAN,  
 AARON KING, to J. C. E., Committee.

(Signed), [SEAL], THE WORCESTER AND NASHUA RAILROAD COMPANY.  
 Witness Signed. Worcester and By F. H. KINNICUTT,  
 T. W. HAMMOND to F. H. K., Nashua Rail- STEPHEN SALISBURY,  
 S. S., & F. H. D., road Co., 1845. F. H. DEWEY,  
 GEO. E. KENDALL, to S. S., Committee.  
 F. GUNTHER, to F. H. D.,



